

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

TOWN COUNCIL MEMBERS

Floyd L. Vanzant, Mayor
John P. Beasley, Council President
Kenny Sims, Council Pro Tem
Lee Pickett, Councilman
Jared Wollitz, Councilman
Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, AUGUST 18, 2022, 7:00 PM

NOTICE TO PUBLIC

Anyone wishing to address the Town Council regarding any item on this agenda is requested to complete an agenda item sheet in advance and give it to the Town Clerk. The sheets are located next to the printed agendas in the back of the Council Chambers. Speakers are respectfully requested to limit their comments to three (3) minutes. A speaker's time may not be allocated to others.

PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR To call on members of the audience wishing to address the Council on matters not on the Agenda.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-2 Resolution No. 2022-10 - FDOT Public Transport Grant Agreement for Design and Construction of a New Box Hangar.

A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation; accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

Town Attorney Waugh

Town Council to adopt Resolution No. 2022-10, accepting the Florida Department of Transportation, Public Transportation Grant Agreement for the Design and Construction of a New Box Hangar at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$340,000.00 related to eligible project costs.

Lisa Purvis, MMC - Town Clerk

ITEM-3

Town Council decision regarding Mr. Ralph Bennett's requests concerning his development known as Pine Street Estates.

Lisa Purvis, MMC – Town Clerk

Ritchie Rowe – Public Works Director

ITEM-4

Town Council to accept updated Contract for Building Official/Inspection Services from the Town's current Building Official/Inspector Bryan Higginbotham.

Lisa Purvis, MMC – Town Clerk

ITEM-5

Town Council to appoint LeeAnn Wollitz to the Planning & Zoning Board for the remainder of Dallis Hunter's term which ends December 2023.

Janis K. Fleet, AICP - Land Use Administrator

ITEM-6

Town Council to discuss Site Work/Site Clearing Application Permit Fee Refund(s).

John P. Beasley – Council President

ITEM-7

Town Council approval of Capital Budgeted ADAPCO Mosquito Larvicide Sprayer purchase in the amount of \$5,480.00.

Richie Rowe - Public Works Director

ITEM-8

Town Council approval of the Minutes from the August 1, 2022, Workshop and Special Meeting and the August 4, 2022, Joint Workshop and Public Hearing & Regular Meeting.

Lisa Purvis, MMC - Town Clerk

ITEM-9

Town Council approval of Chad Brock Enterprises, Inc., Payable through August 4, 2022, Project Name: Turf Runway Maintenance and Improvements at the Hilliard Airpark in the amount of \$4,100.00.

FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT

\$90,800.00

ITEM-10

Town Council approval of Florida Roads Trucking, LLC, Payable through July 22, 2022, Project Name: Walker Street Drainage and Paving in the amount of \$260.00.

CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$45,000.00

ITEM-11

Town Council approval of Masters Road Clean Concrete Recycling Center, Payable through July 22, 2022, Project Name: Walker Street Drainage and Paving in the amount of \$755.63.

CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$45,000.00

ITEM-12

Town Council approval of D.B. Civil Construction, Payable through June 25, 2022, Project Name: CDBG 20 NR Water Main Replacement in the amount of \$30,595.48.

**DEO CDBG GRANT FUNDED PROJECT AND CAPITAL FUNDED PROJECT
MATCH LUMP SUM CONTRACT \$708,969.42 (\$95,669.42 TOWN MATCH)**

ADDED ITEMS**ADDITIONAL COMMENTS**

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

The Town may take action on any matter during this meeting, including items that are not set forth within this agenda.

TOWN COUNCIL MEETINGS

The Town Council meets the first and third Thursday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in the Town Hall Council Chambers located at 15859 West County Road 108. Video and audio recordings of the meetings are available in the Town Clerk's Office upon request.

PLANNING & ZONING BOARD MEETINGS

The Planning & Zoning Board meets the second Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in the Town Hall Council Chambers located at 15859 West County Road 108. Video and audio recordings of the meetings are available in the Town Clerk's Office upon request.

MINUTES & TRANSCRIPTS

Minutes of the Town Council meetings can be obtained from the Town Clerk's Office. The Meetings are usually recorded but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the Town Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

TOWN WEBSITE & YOUTUBE MEETING VIDEO

The Town's Website can be access at www.townofhilliard.com.

Live & recorded videos can be access at www.youtube.com search - Town of Hilliard, FL.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Town Clerk's Office at (904) 845-3555 at least seventy-two hours in advance to request such accommodations.

APPEALS

Pursuant to the requirements of Section 286.0105, Florida Statutes, the following notification is given: If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PUBLIC PARTICIPATION

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the Town Council. The exchanges must be disclosed by the Town Council so the public may respond to such exchanges before a vote is taken.

2022 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day	Monday, January 17, 2022
2. Memorial Day	Monday, May 30, 2022
3. Independence Day Monday	Monday, July 4, 2022
4. Labor Day	Monday, September 5, 2022
5. Veterans Day	Friday, November 11, 2022
6. Thanksgiving Day	Thursday, November 24, 2022
7. Friday after Thanksgiving Day	Friday, November 25, 2022
8. Christmas Eve	Friday, December 23, 2022
9. Christmas Day	Monday, December 26, 2022
10. New Year's Eve	Friday, December 30, 2022
11. New Year's Day	Monday, January 2, 2023

RESOLUTION NO. 2022-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A PUBLIC TRANSPORTATION GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project at the Hilliard Airpark, to wit:

DESIGN & CONSTRUCT A NEW BOX HANGAR AT HILLIARD AIRPARK

FDOT F.P. NUMBER 441751-1-94-23

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT portion of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) or \$340,000.00 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA).

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$340,000.00 in facilitating the project; and
3. The Council President John P. Beasley, Town Clerk Lisa Purvis, and Mayor Floyd L. Vanzant, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, John P. Beasley, Lisa Purvis and Floyd L. Vanzant, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

ADOPTED this _____, day of _____, _____, by the Hilliard Town Council, Hilliard, Florida.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 441751-1-94-23	Fund(s): Work Activity Code/Function: 215	DPTO	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55022020228
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596018372005
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Town of Hilliard, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Hilliard Airpark - Design & Construct a New Box Hangar. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****9. Project Cost:**

- a. The estimated total cost of the Project is \$340,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$340,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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GRANT AGREEMENT**

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

**PUBLIC TRANSPORTATION
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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-
STRA
DEVELOPMENT
OGC 03/22

ITEM-2

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct a New Box Hangar

B. Project Location (limits, city, county, map): Hilliard Airpark/Hilliard, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design & Construct a New Box Hangar - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, aircraft tie downs, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the box hangar project. The Sponsor will comply with Aviation Program Assurances.

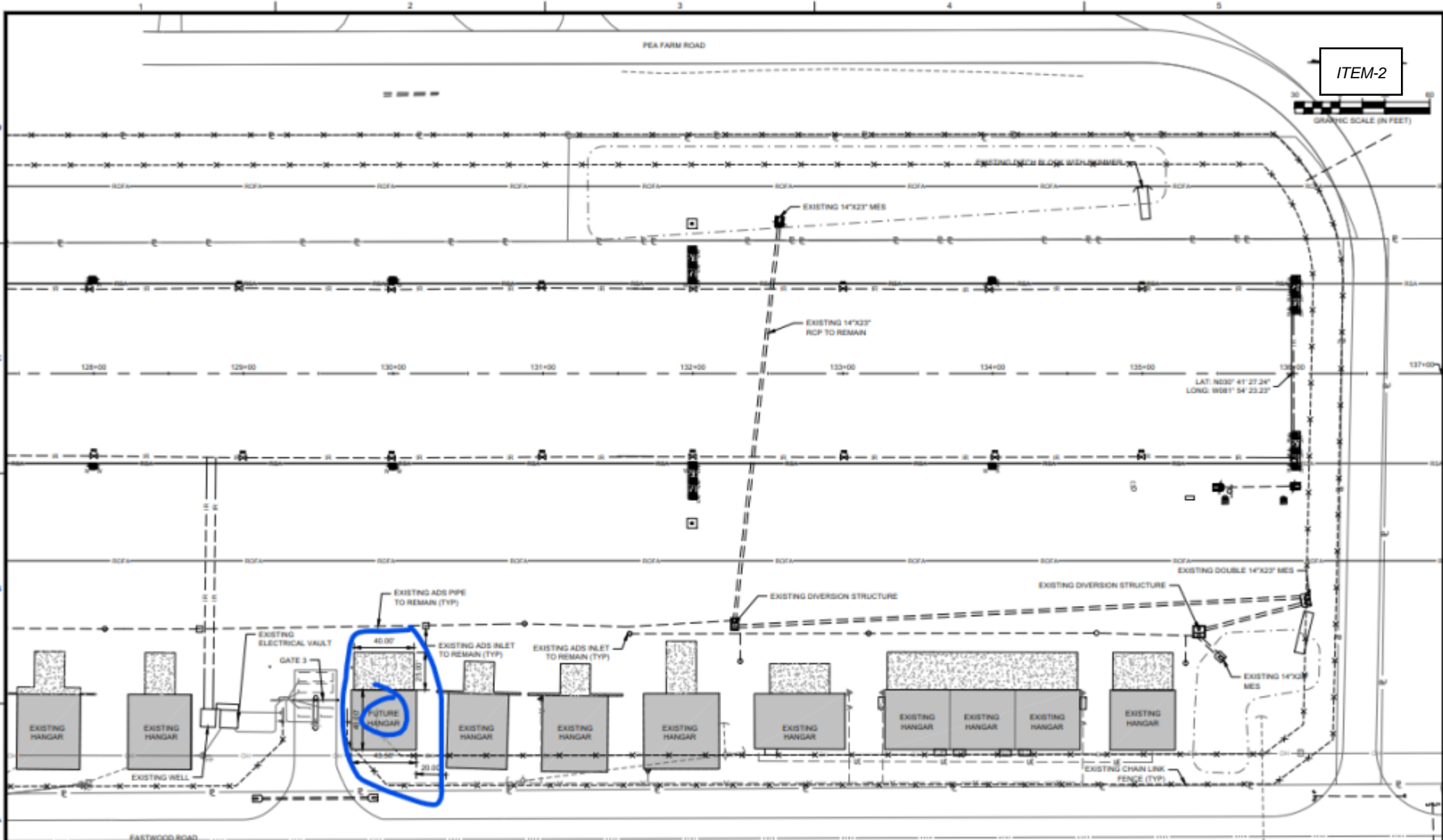
D. Deliverable(s): Design & Construct a New Box Hangar

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



DATE	DESCRIPTION	BY	DATE
07/20/22	EXHIBIT	SSA	SSA

HILLIARD AIRPARK
HILLIARD, FLORIDA
NASSAU COUNTY, FLORIDA

AECOM
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1452
Tel: 813.286.1711
FL DBPS No. 8115

NO. 000P
CNSL BY: SSA
CHK BY: SSA
DES BY: SSA
SCALE: AS NOTED
DATE: JULY 2022

HILLIARD AIRPARK
FUTURE HANGAR EXHIBIT
SHEET TITLE
LAYOUT (1)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441751-1-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$340,000.00
Total Financial Assistance							\$340,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$340,000.00	\$0.00	\$0.00	\$340,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$340,000.00	\$0.00	\$0.00	\$340,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$340,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: August 04, 2022

FROM: ***Lisa Purvis, MMC – Town Clerk & Ritchie Rowe – Public Works Director***

SUBJECT: Town Council decision regarding Mr. Ralph Bennett's requests concerning his development known as Pine Street Estates.

BACKGROUND:

Mr. Bennett wants to discuss his concerns with the Pine Street Estates subdivision located on Pine Street, West Seventh Street & Oxford Street, also known as:

Block 64 – Lot 2 – Sub Lots 1, 2 & 3

Block 64 – Lot 3 – Sub Lots 4, 5 & 6

Block 64 – Lot 4 – Sub Lots 7, 8 & 9

See attached sheet for Background additional information.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

1. For Mr. Bennett to pay the current Tap Fees adopted on May 19, 2022, for Water & Sewer Taps when he pulls each building permit.
2. Advise Mr. Bennett that building permits can be issued if a bond is in place for infrastructure, but a Certificate of Occupancy cannot be issued until the infrastructure is in place.
3. Town Council to decide per Mr. Bennett's request if the Town will share in the cost of the upgrading of the 2" water line to a 6" water line and the adding of a fire hydrant for fire protection for Mr. Bennett's development.

BACKGROUND:

Additional information.

1st Tap Fees – Mr. Bennett felt he should pay the old fees verses the new fees for water and/or sewer taps due to the Town delaying approval of his plat until June 2, 2022. Fees are due upon building permit being pulled and paid, not plat approval. The new fees were first adopted on April 7, 2022, then rescinded on April 21, 2022, so that we could notify users of the water & sewer rate increase with their May 1st bills. Then the resolution increasing the rates and other fees was adopted on May 19, 2022, which also increased the tap fees significantly as the Town was not collection sufficient fees to cover the cost of provide the tap-in services. The Town's engineer provide a cost that would be sufficient to cover the cost associated with a standard water and/or sewer tap fees, during our development meetings.

2nd Building Permits – Mr. Bennett stated that he had been denied a building permit due to not having in place the infrastructure. When asked who denied him, he stated permitting. When asked Janis emailed stating that building permits could be issued if a bond was in place for infrastructure, but a Certificate of Occupancy could not be issued until the infrastructure was in place. No building permits have been denied or received to date.

3rd Upgrade Water Line from 2" to 6" & Add Fire Hydrant – This came from the Public Works Director Richie Rowe as the engineer would not know when a line was at capacity or pressure was low and the fact that there is no fire protection for where he is developing would be why Richie is requiring a Fire Hydrant and the fact that it has to come off a 6" line verses a 2" would be why it is an after the fact but needs to be put in to service Mr. Bennett's development.

TOWN OF HILLIARD WATER AND SEWER SERVICE AGREEMENT

THIS TOWN OF HILLIARD WATER AND SEWER SERVICE AGREEMENT (hereinafter, the “Agreement”) is entered into by and between **BENNETT’S PROPERTY SERVICES, INC.**, a Florida corporation (“**OWNER**”), and **THE TOWN OF HILLIARD, FLORIDA**, a Florida municipal corporation (“**TOWN**”). **OWNER** and **TOWN** may be referred to cumulatively as the “Parties.”

WHEREAS:

- **OWNER** owns or controls real property located at Pine Street Estates in the Town of Hilliard, Nassau County, Florida, a replat of Lots 2, 3, and 4 of Block 64 as shown on the Map of Hilliard, according to the plat thereof as recorded in Plat Book 1 on Page 28 of the Public Records of Nassau County, Florida, more particularly described in Exhibit A (the “Property”);
- **TOWN** is presently engaged in providing water and sewer utility services;
- **OWNER** and **TOWN** each desire that the Town install certain infrastructure to serve the Property and that **OWNER** contribute to the financial responsibility of installing said infrastructure pursuant to the terms they have agreed between each other; and
- **TOWN** and **OWNER** desire memorializing the terms of their Agreement regarding the installation and ownership of the infrastructure described herein.

NOW, THEREFORE, in consideration of the matters set forth above, the mutual promises and covenants described herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. All of the recitals above stated are true and are reiterated and incorporated into the body of this Agreement.

2. OWNER Development.

2.1. Fees and Development Cost. **OWNER** shall pay the fees required by **TOWN** in order to effectuate this Agreement, which include sewer and water fees. Specifically, they include three (3) sewer tap fees at \$3,500.00 each (single), three (3) sewer tap fees at \$3,800 each (double), nine (9) deposits on water meters, and nine (9) tap fees on water at \$1,700 each. Additionally, **OWNER** shall pay \$16,000.00 to **TOWN** no later than September 30, 2022 in order to subsidize the cost of **TOWN**’s infrastructure obligations in Section 4.1.

2.2 Acceptance of Utilities. **OWNER** shall accept water and/or sewer service from **TOWN** in accordance with the terms, provisions, and stipulations set forth in

TOWN's standard utility service policies and resolutions applicable for water and sewer service.

2.3. Subordination. All liens, mortgages, and other encumbrances must be subordinated to the terms of this Agreement. OWNER shall promptly obtain such subordination in form and substance acceptable to the Town Attorney prior to recordation of this Agreement.

3. Infrastructure Dedication. [Deleted.]

4. TOWN Development.

4.1. Infrastructure. TOWN shall install the following infrastructure, which shall be referred to as the "Town Infrastructure": (1) Fire hydrant at the corner of 7th Street and Pine Street; (2) any water pipes required by the Pine Street Estates plat or required under the bond that OWNER has obtained for the construction of utilities; and (3) any necessary sewer laterals.

4.2. Provision of Utilities. TOWN agrees to furnish water and/or sewer service to the structures on the Property in accordance with the terms, provisions, and stipulations set forth in TOWN's standard utility service policies and resolutions applicable for water and sewer service.

5. Duration. The obligations and terms of this Agreement shall bind the Parties and run with the Property in perpetuity.

6. Easement and Cooperation.

6.1. Easement. OWNER hereby grants to TOWN an easement in, under, upon, over, and across the Property, including all necessary rights of ingress and egress that TOWN shall reasonably require in order to install, maintain, and operate the water and/or sewer service to the Property, as well as to install the infrastructure described in Section 4.1, provided such easements do not unreasonably interfere with OWNER's use of the Property. Upon request by TOWN, OWNER shall convey said easements described in this section to TOWN by an easement grant document in form acceptable to the TOWN in its sole discretion.

6.2. Further Assurances. All Parties, at the request of any other, shall execute, acknowledge, and deliver to the other party, all further documents necessary or expedient to effectuate the purposes of this Agreement, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the Parties. Additionally, to the extent that the TOWN has assumed the work to be performed by OWNER under the bond, then TOWN shall relieve OWNER of that obligation and, if TOWN has assumed responsibility for all work to be completed under the bond, then TOWN shall permit the bond to be dissolved or termination along with any obligation thereto.

7. Default.

7.1. Event of Default. A failure by any of the Parties to perform a material term of this Agreement, shall be a default under this Agreement.

7.2. Remedies. In the event of default by a Party, the non-breaching Party or Parties shall be entitled to (i) specific enforcement of this Agreement; (ii) injunctive relief; (iii) damages; and (iv) any combination of the aforementioned remedies.

7.3. Default Cures. Prior to any claim for default being made, a Party shall have an opportunity to cure any alleged default. If a Party fails to comply with any provision of this Agreement, the other party shall deliver written notice to the non-complying Party specifying the non-compliance. The non-complying Party shall have ten (10) days after delivery of such notice to cure the non-compliance.

7.4. Waiver. Either Party may waive its remedies under Sections 7.2 and 7.3 in order to proceed with this Agreement. Such waiver shall only be valid if the party waiving the remedy has not already terminated the Agreement.

8. Miscellaneous Provisions.

8.1. Notice.

8.1.1. Form. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including e-mail).

8.1.2. Delivery. Any communication for the purpose of a notice, whether legally required or not, shall be e-mailed, hand-delivered, faxed, mailed by registered or certified U.S. mail, to the parties or designated agents below:

If to OWNER:

BENNETT'S PROPERTY SERVICES, INC. c/o
Ralph Bennett, 542030 US Highway 1,
Callahan, FL 32011, with a copy to: ralph@
thiago@ttinvestmentgroup.com; with a copy to
Christian W. Waugh, Esq., Waugh Grant, PLLC,
201 E. Pine Street, Suite 315, Orlando, FL
32801, phone: 321-800-6008, email:
cwaugh@waughgrant.com.

If to TOWN:

TOWN OF HILLIARD, FLORIDA c/o Town Clerk
 Lisa Purvis, MMC, 15859 West County Road
 108, Hilliard, FL 32046,
 lpurvis@townofhilliard.org, with a copy to
 Christian W. Waugh, Esq., Waugh Grant, PLLC,
 201 E. Pine Street, Suite 315, Orlando, FL
 32801, phone: 321-800-6008, email:
 cwaugh@waughgrant.com.

8.2. Copies and Counterpart. A legible fax or electronic copy of this Agreement and any signatures thereon shall be considered for all purposes original and this Agreement may be executed in counterpart.

8.3. Headings. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction for any provisions hereof.

8.4. Severability. In the event any of the terms and provisions of this Agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provisions of this Agreement.

8.5. Time. Calendar days shall be used in computing time periods of less than six (6) days, in which event Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00pm of the real business day. Any dates that may occur on a Saturday, Sunday, or a legal holiday shall extend to the next real business day. **Time is of the essence in this Agreement.**

8.6. Attorneys' Fees. In any litigation, including breach, enforcement, or interpretation of this Agreement, or any portion thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs, and expenses.

8.7. Mutuality of Negotiation. All Parties acknowledge that this Agreement is a result of negotiations between all Parties and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.

8.8. Governing Law and Venue. This Agreement shall be governed by the law of the State of Florida. Any litigation or dispute arising out of this Agreement or the activities and relationships contemplated in this Agreement shall be brought in the court of appropriate jurisdiction in Nassau County, Florida.

8.9. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND

AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONTAINS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

9. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, executors, and administrators of the Parties.

10. Amendment. No amendment to this Agreement shall be effective except those agreed to in writing and by all Parties.

11. Assignment. OWNER may not assign this Agreement without the express written consent of TOWN, consent of which may be withheld or conditioned on TOWN's sole discretion, unless the \$16,000.00 described in Section 2.1 has been paid to TOWN and the assignee accepts the remaining obligations of this Agreement expressly in writing.

12. Entire Understanding. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof; it may not be changed or amended except in writing signed by the Parties.

13. Exhibits. The only exhibits to this Agreement are:

- Exhibit A – Legal Description

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Mayor Floyd Vanzant has executed this Agreement on the day and year herein set forth below intending to be bound for the Town of Hilliard, Florida:

TOWN OF HILLIARD

FLOYD VANZANT, Mayor

Date

STATE OF FLORIDA
COUNTY OF NASSAU

Sworn to or affirmed and subscribed before me on _____ by
FLOYD VANZANT as MAYOR of the TOWN OF HILLIARD, FLORIDA.

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name of Notary

_____ Personally known

_____ Produced identification

Type of identification produced _____

IN WITNESS WHEREOF, Ralph Bennett has executed this Agreement on the day and year herein set forth below intending to be bound for Bennett's Property Services, Inc.:

BENNETT'S PROPERTY SERVICES, INC.

Ralph Bennett, President

Date

STATE OF FLORIDA
COUNTY OF NASSAU

Sworn to or affirmed and subscribed before me on _____ by
RALPH BENNETT as PRESIDENT of BENNETT'S PROPERTY SERVICES, INC.

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name of Notary

_____ Personally known
_____ Produced identification
_____ Type of identification produced _____

EXHIBIT A

A TRACT OF LAND BEING LOTS 2, 3, AND 4 IN BLOCK 64 OF "MAP OF HILLIARD", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1 ON PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONMENT AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 64 AND RUN S 58 DEG 47 MIN 58 SEC W, ALONG THE NORTHERLY LINE OF SAID BLOCK 64, A DISTANCE OF 419.78 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN S 30 DEG 52 MIN 14 SEC E, ALONG THE WESTERLY LINE OF SAID BLOCK 64, A DISTANCE OF 209.87 FEET; THENCE RUN S 31 DEG 01 MIN 32 SEC E, ALONG SAID WESTERLY LINE, 210.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 64; THENCE RUN N 58 DEG 52 MIN 42 SEC E, ALONG THE SOUTHERLY LINE OF SAID BLOCK 64, A DISTANCE OF 209.70 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 64; THENCE RUN N 30 DEG 54 MIN 45 SEC W, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 210.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE RUN N 58 DEG 52 MIN 33 SEC E, ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 210.14 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE RUN N 31 DEG 00 MIN 00 SEC W, ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE EASTERLY LINE OF SAID BLOCK 64, A DISTANCE OF 210.41 FEET TO THE POINT OF BEGINNING.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 2, 2022

FROM: ***Janis K. Fleet, AICP – Land Use Administrator***

SUBJECT: Town Council approval of the Final Plat Application #20211202
 Town Council acceptance of Surety Bond for Utility Construction based on
 approved engineering plans
 Pine Street Estates Subdivision
 Property Owner – Ralph Bennett
 Parcel ID No. 08-3N-24-2380-0064-0040
 Parcel ID No. 08-3N-24-2380-0064-0030
 Parcel ID No. 08-3N-24-2380-0064-0020

BACKGROUND: Mr. Ralph Bennett has applied for a Final Plat to create the Pine Street Estates Subdivision, with 9 lots from 3 lots. The development will add 6 lots, and therefore is subject to all the State requirements for a subdivision and Chapter 46, of the Town Code.

The applicant has submitted engineering plans for the utilities to serve the development. The Town's engineer has approved the engineering design and construction estimate for the utility improvements. A surety bond, approved in form by the Town Attorney, was prepared to cover the approved cost of the utility improvements.

Pursuant to the applicable provisions of the Town Code, the Town Engineer and Town Attorney have reviewed and approved the final plat as to form. The Land Use Administrator, upon request of the Town Attorney, has reviewed the final plat for consistency with Chapter 62 and found that it complies. The matter is now provided to the Town Council to decide with a staff recommendation for approval.

FINANCIAL IMPACT: None to the Town. The applicant is required to pay for all costs for reviews by the Town's consultants and any permitting costs.

RECOMMENDATION: Approve the Final plat to create the Pine Street Estates Subdivision and accept the Surety Bond for the utility improvements for the property with the following Parcel ID Numbers:

Parcel ID No. 08-3N-24-2380-0064-0040
 Parcel ID No. 08-3N-24-2380-0064-0030
 Parcel ID No. 08-3N-24-2380-0064-0020

Bond Number: 204484**SITE IMPROVEMENT / SUBDIVISION BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, Bennett's Property Services, Inc.,

as Principal, and NGM Insurance Company, as Surety, are held and firmly bound unto the

Town of Hilliard, as Oblige, in the full and just sum of Thirty Six Thousand Eight Hundred and 00/100 (\$36,800.00) for the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the owner of a certain tract of land in Pine Street Estates, more particularly described as follows: Utility Improvements Project Number 9610-23-15 Hilliard

WHEREAS, The Principal has entered into an agreement with the Oblige, wherein the Principal agrees to construct the following: Install Sewer Connects to Mains, Hilliard, Florida in said tract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the terms of said agreement on its part shall fully indemnify and save harmless the Oblige from all cost and damage which the Oblige may suffer by reason of failure so to do and shall fully reimburse and repay the Oblige all outlay and expense which the Oblige may incur in making good and such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

18th day of May, 2022.

Bennett's Property Services, Inc

BY Reggie W. B. [Signature]

, Principal

NGM Insurance Company

BY [Signature]

Anett Cardinale, Attorney-in-Fact
Florida Licensed Resident Agent



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Carey Bryant, Keith Momberg, Michael Sutherland, Richard Lunsford, Staci B Richter, Sandra Burone, Steven A Schaaber, Anett Cardinale** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

18 day of May, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

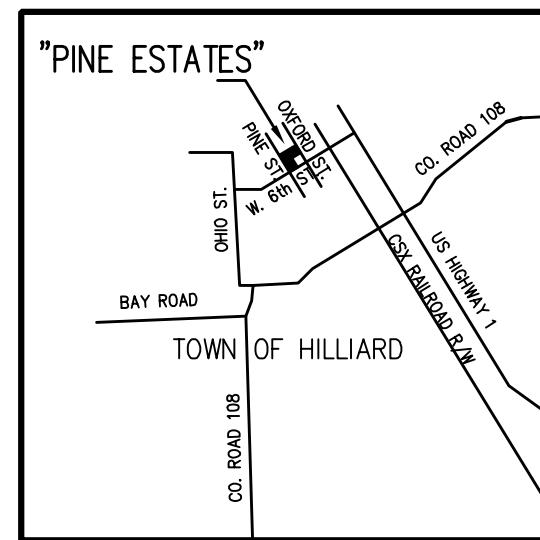
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



" PINE STREET ESTATES "

A REPLAT OF
LOT'S 2, 3 AND 4 OF BLOCK 64 AS SHOWN ON "MAP OF HILLIARD",
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 ON PAGE 28
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

SECTION 8 - TOWNSHIP 3 NORTH - RANGE 24 EAST
"TOWN OF HILLIARD"



VACINTY & LOCATION MAP
(NOT TO SCALE)

PROPERTY OWNED AND DEVELOPED BY:
BENNETT'S PROPERTY SERVICES, INC.
542030 US HWY 1
CALLAHAN, FLORIDA 32011
904-759-1487
(ORB 2355, PAGE 189)

STATE PLANE COORDINATES
N=2314426.42
E=364953.96
POINT OF BEGINNING - CAPTION LANDS
NORTHEAST CORNER OF LOT 4 - BLOCK 64 OF
"MAP OF HILLIARD", PLAT BOOK 1 - PAGE 28,
NASSAU COUNTY, FLORIDA

OFFICIAL RECORDS BOOK _____, PAGE _____

SHEET 1 OF 1

INSTRUMENT NUMBER _____

REAL ESTATE PARCEL NUMBERS

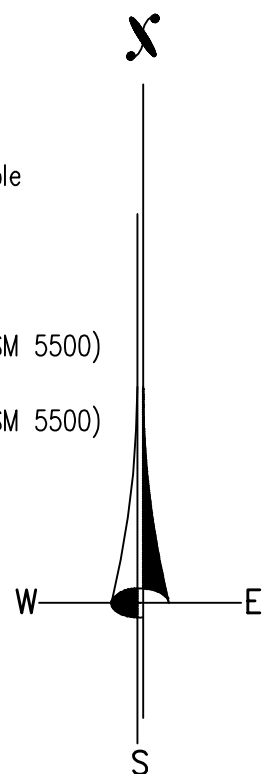
Lot 2, Block 64 - RE No: 08-3N-24-2380-0064-0020
Lot 3, Block 64 - RE No: 08-3N-24-2380-0064-0030
Lot 4, Block 64 - RE No: 08-3N-24-2380-0064-0040

TYPICAL ABBREVIATIONS:

(Fm)= Field Measured
(Dd)= Deed
DB= Deed Book
SEC. (Sec)= Section
PRM= Permanent Reference Monument
PCP= Permanent Control Point
Sq. Ft.= Square Foot Area

PSM= Professional Surveyor and Mapper
R/W= Right-of-Way
ORB= Official Records Book
DB= Deed Book
NTS= Not To Scale
ID= Identification Number
P= Powerline and Pole

- Set PCP 1/2" Iron Rod w/ Cap (PSM 5500)
- Found 3 x 3 Concrete Monument (NO - ID)
Replaced With PRM 4 x 4 Concrete Monument (PSM 5500)
- Found 5/8" Iron Rod (RLS 3145)
Replaced With PRM 4 x 4 Concrete Monument (PSM 5500)



NORTH ARROW
Scale : 1 Inch = 40 Feet
GRAPHIC SCALE IN FEET

CAPTION:

A TRACT OF LAND BEING LOTS 2, 3, AND 4 IN BLOCK 64 OF "MAP OF HILLIARD", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1 ON PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 64 AND RUN S 58 DEG 47 MIN 58 SEC W, ALONG THE NORTHERLY LINE OF SAID BLOCK 64, A DISTANCE OF 419.78 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN S 30 DEG 52 MIN 14 SEC E, ALONG THE WESTERLY LINE OF SAID BLOCK 64, A DISTANCE OF 209.87 FEET; THENCE RUN S 31 DEG 01 MIN 32 SEC E, ALONG SAID WESTERLY LINE, 210.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 64; THENCE RUN N 58 DEG 52 MIN 42 SEC E, ALONG THE SOUTHERLY LINE OF SAID BLOCK 64, A DISTANCE OF 209.70 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 64; THENCE RUN N 30 DEG 54 MIN 45 SEC W, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 210.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE RUN N 58 DEG 52 MIN 33 SEC E, ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 210.14 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE RUN N 31 DEG 00 MIN 00 SEC W, ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE EASTERLY LINE OF SAID BLOCK 64, A DISTANCE OF 210.41 FEET TO THE POINT OF BEGINNING.

ADOPTION AND DEDICATION:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BENNETT'S PROPERTY SERVICES, INC., (OWNER) IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "PINE ESTATES", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THIS PLAT MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS.

IN WITNESS THEREOF, THE OWNER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

BENNETT'S PROPERTY SERVICES, INC. (OWNER)

BY: _____ WITNESS: _____
RALPH BENNETT - PRESIDENT
PRINTED NAME
WITNESS: _____
PRINTED NAME

STATE OF FLORIDA: COUNTY OF _____

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, RALPH BENNETT, AS PRESIDENT OF BENNETT'S PROPERTY SERVICES, INC., TO ME WELL KNOWN AND KNOWN TO BE THE PERSON DESCRIBED IN THE AND WHOM EXECUTED THE AFOREGOING ADOPTION AND DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT THE CITY OF _____ IN THE COUNTY OF _____ AND THE STATE OF FLORIDA, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES: _____
COMMISSION No: _____

HEALTH CERTIFICATION: COUNTY OF NASSAU:

THIS PLAT HAS BEEN EXAMINED AND REVIEWED THIS _____ DAY OF _____, 2021, BY ME AND THE LOTS SHOWN HEREON ARE APPROVED TO BE PLACED ON TOWN OF HILLIARD PUBLIC UTILITIES SYSTEM

NASSAU COUNTY HEALTH OFFICER

ENGINEER APPROVAL: TOWN OF HILLIARD:

THIS PLAT HAS BEEN EXAMINED FOR ENGINEERING REQUIREMENTS AND APPROVED THIS _____ DAY OF _____, 2021.

TOWN ENGINEER - TOWN OF HILLIARD

ATTORNEY'S CERTIFICATION: TOWN OF HILLIARD:

THIS PLAT HAS BEEN EXAMINED FOR LEGAL SUFFICIENCY, COMPLIANCE AND APPROVED THIS _____ DAY OF _____, 2021.

TOWN ATTORNEY - TOWN OF HILLIARD

TOWN COUNCIL CERTIFICATION: TOWN OF HILLIARD:

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021.

TOWN MAYOR - TOWN OF HILLIARD

CLERK'S CERTIFICATION: TOWN OF HILLIARD:

THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS _____ DAY OF _____, 2021.

TOWN ATTORNEY - TOWN OF HILLIARD

CLERK OF CIRCUIT COURT CERTIFICATION: COUNTY OF NASSAU:

THIS PLAT HAS BEEN RECORDED IN OFFICIAL RECORDS BOOK _____ ON PAGE _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2021.

CLERK OF CIRCUIT COURT - NASSAU CO., FLORIDA

SURVEYORS CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT:

I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNMENT BODY AND ACTING HERETO AS AN AGENT THEREOF, THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF ACCURACY OR QUALITY OF THE SURVEYING/MAPPING REFLECTED ON THIS PLAT.

BY: _____ DATE: _____
MICHAEL A. MANZIE P.L.S. No. 4069
MANZIE AND DRAKE SURVEYING
117 S. 9TH STREET
FERNANDINA BEACH, FL. 32034

NOTES:

- 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S 31 DEG 00 MIN 00 SEC E, FOR THE WESTERLY R/W LINE OF OXFORD STREET ADJACENT TO LOT 4 - BLOCK 64. STATE PLANE COORDINATES ARE NAVD 88 FROM FDOT FPRN.
- 2.) THERE MAY BE ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY.
- 3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.
- 4.) ALL INTERIOR LOT CORNERS ARE SET WITH 1/2" IRON RODS CAPPED "PSM 5500". OUTER BOUNDARY CORNERS TO BE REPLACED WITH 4"x4" CONCRETE MONUMENTS CAPPED "PSM5500"
- 5.) SUBJECT PROPERTY IS CURRENTLY ZONED: R-3
- 6.) MINIMUM LOT REQUIREMENTS PER DWELLING UNIT ARE AS FOLLOWS:
 - (A) MINIMUM LOT WIDTH: 70 FEET.
 - (B) MINIMUM LOT AREA: 7,000 SQUARE FEET.
 - (C) MAXIMUM UNITS PER ACRE: 15.
 - (D) MAXIMUM UNITS PER ONE-HALF ACRE: 7.
 - (E) MAXIMUM LOT COVERAGE BY ALL BUILDINGS AND STRUCTURES 35%
- MINIMUM YARD REQUIREMENTS:
 - (1) FRONT: 25 FEET.
 - (2) SIDE: 12.5 FEET.
 - (3) REAR: 30 FEET.
- MAXIMUM HEIGHT OF STRUCTURES.
 - (1) 30 FEET.
- 7.) ERROR OF CLOSURE = 1 / 11,267.58. COORDINATES SHOWN REFER TO FLA STATE PLAIN EAST ZONE-NAD 83.
- 8.) SUBJECT PROPERTY TO BE SERVICED BY TOWN OF HILLIARD UTILITY AUTHORITY
- 9.) SUBJECT PROPERTY LIES IN THE UN-SHADED "X" FLOOD HAZARD ZONE (OUTSIDE OF 0.20% ANNUAL CHANCE FLOOD HAZARD) ACCORDING TO FIRM No. 12089C0135F, DATED:12-17-2010.
- 10.) LANDS SHOWN HEREON ARE NOT LOCATED IN ANY STORM SURGE ZONE.
- 11.) ANY ADDITIONAL EASEMENTS REFERENCED FOR CABLE TELEVISION USE, 177.091 (28) "ALL PLATTED UTILITY EASEMENTS" SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICES COMMISSION.

STATE PLANE COORDINATES
N=2315849.55
E=364807.60
SOUTHWEST CORNER
OF LOT 2 - BLOCK 64

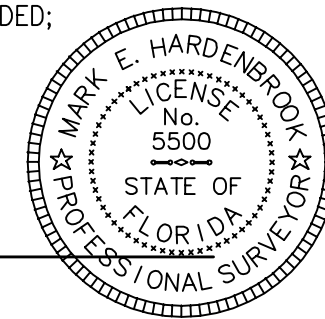
SURVEYORS CERTIFICATE:

I HEREBY CERTIFY:

THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION HEREON; THAT THIS SURVEY WAS MADE UNDER MY DIRECT RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED; THAT PERMANENT REFERENCE MONUMENTS (PRM's), PERMANENT CONTROL POINTS (PCP's) HAVE BEEN OR THAT THEY WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091, F.S. SEC CHAPTER 5J-17 F.A.C.; THAT THIS PLAT COMPLIES WITH THE LAWS OF NASSAU COUNTY, FLORIDA

BY: _____ DATE: DECEMBER 27, 2021

MARK E. HARDENBROOK P.S.M.
Florida Certificate: No. LS5500
1656 NE 161st Street
Starke, Florida 32091
PHONE: 904-964-5777

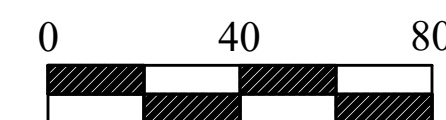


"Map of Hilliard" Recorded in Plat Book 2 Page 38 contains no bearings nor distances. Concrete Monuments Found at Block Corners were accepted as the location of the lands as shown on the plat.



OVERALL SITE PLAN

C1
OF XX



Z:\General Civil\Pristine Properties\Pine Street Estates\Cadd\xref\XREF-BASE-PINE STREET ESTATES.dwg Apr 29, 2022 - 8:36am

Hannah Martinez

From: Lisa Purvis
Sent: Thursday, May 26, 2022 11:25 PM
To: Janis Fleet
Cc: Hannah Martinez; Christian Waugh; ralph@pristinepropertiesland.com
Subject: Re: Pine Street Estates

Will do.
Thanks,
Lisa

Sent from my iPhone

On May 26, 2022, at 10:18 PM, Janis Fleet <jfleet@townofhilliard.com> wrote:

Lisa-
Please add Ralph's email and the attachments the agenda item and make sure Kellen's email with the engineering approval of the project is in the agenda item.

Christian-

Please confirm you are ok with the bond,

If you have any questions, please let me know.

Thanks-

Janis

Janis K. Fleet, AICP
Land Use Administrator
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
904.845.3555 Phone
904.845.1221 Fax
www.townofhilliard.com

From: ralph@pristinepropertiesland.com <ralph@pristinepropertiesland.com>
Sent: Thursday, May 26, 2022 6:08 PM
To: Janis Fleet <jfleet@townofhilliard.com>
Subject: FW: Pine Street Estates

Janis,
Hopefully we can get past this and get this approved. This is my humble suggestion....

Approve my first final plat, which has already been approved and signed by the needed parties, except the Town of Hilliard people. (see attached file H-20-010 plat)

Use my approved engineer drawings as As-builts. These have been approved by the Town's Engineer. (see attached file Pine Street Estates 04 29 22) These are the drawings the bond was figured by.

See attached Surety Bond

I will be delivering these items to the Town of Hilliard tomorrow. Please put me on the agenda for next weeks meeting.

Ralph Bennett

<image001.png>

Ralph@PristinePropertiesLand.com
www.pristinepropertiesland.com

Pristine Properties of Florida, LLC.
 542030 US Highway 1
 Callahan, FL 32011
 904.759.1487

From: ralph@pristinepropertiesland.com <ralph@pristinepropertiesland.com>
Sent: Thursday, May 26, 2022 5:19 PM
To: 'Christian W. Waugh' <cwaugh@waughgrant.com>; 'Janis Fleet' <jfleet@townofhilliard.com>
Cc: 'Lisa Purvis' <lpurvis@townofhilliard.com>; 'Floyd Vanzant' <fvanzant@townofhilliard.com>; 'John Beasley' <jbeasley@townofhilliard.com>; 'Kenny Sims' <ksims@townofhilliard.com>; 'Callie Kay Bishop' <cbishop@townofhilliard.com>; 'Lee Pickett' <lpickett@townofhilliard.com>; 'Jared Wollitz' <jwollitz@townofhilliard.com>
Subject: FW: Pine Street Estates

Janis and Christian,
 Well, what do I do now?

Ralph Bennett

<image001.png>

Ralph@PristinePropertiesLand.com
www.pristinepropertiesland.com

Pristine Properties of Florida, LLC.
 542030 US Highway 1
 Callahan, FL 32011
 904.759.1487

From: Michael Manzie <mikemanzie@gmail.com>
Sent: Thursday, May 26, 2022 2:13 PM
To: Janis Fleet <jfleet@townofhilliard.com>; Ralph Bennett <ralphbennett@bellsouth.net>
Subject: Pine Street Estates

Hi Janis,

I am in receipt of two mylars for Pine Street Estates. One is of the original I signed in January of this year. The other is a completely new version of the original. The second and latest version is not acceptable as a Subdivision Plat ... it is more along the lines of a combination Site Plan and Utility As-Built Survey. I suggest that this later version be aborted and revert back to the original from January, 2022. If the latter is a copy of the Preliminary Plat as approved, it should be held in your files for permitting and compliance purposes.

Regards, Mike

--

Michael A. Manzie, P.L.S.
Manzie & Drake Land Surveying
117 So. 9th Street
Fernandina Beach, FL 32034
904-491-5700 (P)
www.manzieanddrake.com

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<H-20-010_PLAT.pdf>

<PINE STREET ESTATES_04 29 22.pdf>

<Executed Surety Bond.pdf>

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing." This email and any files transmitted with it may contain privileged or confidential information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply mail. "This institution is an equal opportunity provider and employer" If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."

Lisa Purvis

From: Kellen Lindsey <KLindsey@mittauer.com>
Sent: Wednesday, May 25, 2022 1:54 PM
To: Janis Fleet
Cc: Timothy Norman; Lisa Purvis; ralph@pristinepropertiesland.com; Christian Waugh
Subject: RE: Pine St Estates MYLAR OF PLAT
Attachments: H-20-010_PLAT-R2.pdf; 9610-23-15 Hilliard - RE: PDF OF PREL PLAT AND PLAT; PINE STREET ESTATES_04 21 22.pdf; PINE STREET ESTATES_04 29 22.pdf

Janis / Lisa,

We have reviewed the Preliminary Plat and indicated our approval via the attached 3-8-22 email to Councilwoman Bishop. We have also approved the Overall Site Plan dated 4-21-22 for the water/sewer utilities, as well as for the updated Overall Site Plan dated 4-29-22.

The proposed utilities/layout shown on Final Plat provided does NOT match the utilities approved on the 4-21-22 or 4-29-22 Overall Site Plans. This will need to be updated by the Owner/Developer to match before the Final Plat is approved. Assuming this is addressed, we do not have any objections signing off for the Engineering Requirements as presently required by the Town's Code of Ordinances – Section 46-35. This should not prevent it from making it on the Town's agenda for next week.

Note the Final Plat does not require the proposed water/sewer utilities to be shown. Per our 3-8-22 email and in accordance with Section 46-111 – it's our understanding that the Town will not approve the Final Plat until all required improvements for the proposed subdivision have either: (a) been constructed/installed in accordance with the approved plans and specifications (which we have not received other than the Overall Site Plan sheet); or (b) the developer files a bond securing the construction of these improvements within a period specified by the Council not the exceed 12 months (will need to confirm this has been completed and filed).

Sincerely,

KELLEN LINDSEY, P.E.
SENIOR PROJECT MANAGER
MITTAUER & ASSOCIATES, INC.
 580-1 Wells Road
 Orange Park, FL 32073
 Office: (904) 278-0030
 Direct: (904) 644-0642
 Email: klindsey@mittauer.com



From: Janis Fleet <jfleet@townofhilliard.com>
Sent: Wednesday, May 25, 2022 9:13 AM
To: Kellen Lindsey <KLindsey@mittauer.com>
Cc: Timothy Norman <TNorman@mittauer.com>; Lisa Purvis <lpurvis@townofhilliard.com>; ralph@pristinepropertiesland.com
Subject: Fwd: Pine St Estates MYLAR OF PLAT

Kellen-

Attached is the plat Lisa talked to you about yesterday. I am pretty sure you reviewed and approved the engineering for this plat. The sign off is for engineering. The applicant would like to get the engineering sign off so he can be on next week's agenda. Agenda items are due tomorrow.

If you have any questions, please call my cell 904-476-3220.

Thanks-

Janis
Sent from my iPad

Begin forwarded message:

From: ralph@pristinepropertiesland.com
Date: May 24, 2022 at 7:57:02 PM EDT
To: Janis Fleet <jfleet@townofhilliard.com>
Subject: Pine St Estates MYLAR OF PLAT

Ralph Bennett

Ralph@PristinePropertiesLand.com
www.pristinepropertiesland.com

Pristine Properties of Florida, LLC.
542030 US Highway 1
Callahan, FL 32011
904.759.1487

From: Mark Hardenbrook <MEH5500@hotmail.com>
Sent: Tuesday, May 24, 2022 4:43 PM
To: ralph@pristinepropertiesland.com
Subject: MYLAR OF PLAT

THANK YOU

Mark E. Hardenbrook, PSM
Fla. Cert. No 5500
1656 NE 161st Street
Starke, Florida 32091

904-964-5777

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AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: August 18, 2022

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to accept updated Contract for Building Official/Inspection Services from the Town's current Building Official/Inspector Bryan Higginbotham.

BACKGROUND:

Bryan Higginbotham previously asked for his resignation to be accepted following the Town securing a new inspector. Since, Mr. Higginbotham has found that if he is able to rearrange his schedule and provide services to the Town of Hilliard on Wednesday's and Friday's instead of the current two days on Tuesday's and Wednesday's he will have enough time in his schedule to continue providing services to the Town.

FINANCIAL IMPACT:

No change from the current contract of \$2,832.50, per month.

RECOMMENDATION:

Town Council to approve updated contract with Bryan Higginbotham for Building Official/Inspector Services on Wednesday's & Friday's for the Town of Hilliard.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: August 18, 2022

FROM: ***Janis K. Fleet, AICP, Land Use Administrator***

SUBJECT: Town Council to appoint LeeAnn Wollitz to the Planning and Zoning Board.

BACKGROUND: Planning and Zoning Board member Dallis Hunter resigned his position on the Planning and Zoning Board effective August 1, 2022. The Town Council accepted Mr. Hunter's resignation at the August 4, 2022, Town Council Regular meeting. Mr. Hunter was appointed for a 3-year term beginning January 1, 2021, until December 31, 2023. At the Regular meeting on August 9, 2022, the Planning and Zoning Board decided by a unanimous vote to recommend to the Town Council to appoint LeeAnn Wollitz to the Planning and Zoning Board for the remaining portion of Mr. Hunter's term.

FINANCIAL IMPACT: None

RECOMMENDATION: Appoint LeeAnn Wollitz to the Planning and Zoning Board for the remainder of Dallis Hunter's term, which would end on December 31, 2023.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: August 18, 2022

FROM: ***John P. Beasley – Council President***

SUBJECT: Town Council to discuss Permit Refund(s)

BACKGROUND:

Homeowners are being subject to applying for a permit and paying a \$100 fee to basically bring in 4 or less loads of dirt to take care of some low spots or holes on their property.

FINANCIAL IMPACT:

Depends on the number of homeowners that have applied for and received a permit and paid the \$100 permit fee since adoption of the most recent ordinance.

RECOMMENDATION:

Gather information on the number of homeowners affected and determine if it would be in the best interest of the Town to refund their permit fee as this was not my intent and don't think the rest of the council's intent to punish residents with paying the fee for trying to take care of their property.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: August 24, 2022

FROM: ***Richie Rowe - Public Works Director***

SUBJECT: Town Council approval of Capital Budgeted ADAPCO Mosquito Larvicide Sprayer purchase in the amount of \$5,480.00.

BACKGROUND:

REM 100 Gallon Skid Sprayer with Honda GX 160 motor.

This unit will be used to spray mosquito larvicide into ditches and ponds. This unit is a sole source product manufactured by ADAPCO. ADAPCO is the Town's source for mosquito products and the ULV sprayer that is currently used.

FINANCIAL IMPACT:

\$5,480.00

RECOMMENDATION:

Town Council to grant request for the purchase of the REM 100 Gallon Skid Sprayer manufactured by ADAPCO for the purchase price of \$5,480.00.



creating value,
growing together

Date: 8/1/2022
Quotation #: 021220nsh
Customer #:
Valid through: Trey English
Prepared by: Nate Hill
Type: General

ADAPCO is pleased to provide the following quotation to:

Customer: Hilliard FL
Contact: Mosquito Control

Comments or special instructions:

Description	Qty	Unit	Unit Price	Subtotal
REM 100 Gal Skid Sprayer With Honda GX 160	1	Each	\$ 5,480.00	\$5,480.00
Maruyama MSD41 Pump	1	Each		\$0.00
Cox Electric Reel includes (300 Ft of 3/8" hose or 200 ft 1/2 "	1	Each		\$0.00
Installation	1	Each		\$0.00
limited 2 yr warranty	1	Each		\$0.00
Shipping included in total price!				

Shipping \$0.00

Handling

Total \$5,480.00

Shipping and handling is prepaid on orders over \$8,000.00. Orders totaling less than \$8,000 will be subject to ADAPCO's standard shipping and handling terms. Terms Net 30 days. Please feel free to visit our website at myadapco.com to view labels and get product information.

Should you have any questions or immediate needs, please contact me at the number below or contact Customer Service at 800-367-0659. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,

Nate Hill

Technical Service Rep

ADAPCO, an Azelis company

nhill@myadapco.com

800-367-0659

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659

azelis.com/americas | myadapco.com

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

TOWN COUNCIL MEMBERS

Floyd L. Vanzant, Mayor
John P. Beasley, Council President
Kenny Sims, Council Pro Tem
Lee Pickett, Councilman
Jared Wollitz, Councilman
Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

MONDAY, AUGUST 01, 2022, 6:00 PM

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Floyd Vanzant
Council President John Beasley
Council Pro Tem Kenny Sims
Councilman Lee Pickett
Councilman Jared Wollitz
Councilwoman Callie Kay Bishop
Town Clerk Lisa Purvis
Public Works Director Richie Rowe
Parks & Recreation Director Gabe Whittenburg

ABSENT

Town Attorney Christian Waugh

WORKSHOP

ITEM-1 Nassau County Property Appraiser Certification of Taxable Value for the year 2022, for Nassau County.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains.

ITEM-2 Town of Hilliard Proposed TRIM Timetable for the Fiscal Year 2022-2023.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains.

ITEM-3 Town of Hilliard TRIM Proposed Rates for Fiscal Year 2022-2023.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains.

Council Pro Tem Sims states there is an error on the second page and states the figures are incorrect.

Town Clerk Lisa Purvis advises that all the figures are correct.

Michael Franklin, 151012 CR 108, Hilliard, states he is not against raising taxes to provide services.

Town Clerk Lisa Purvis states that raising to 3% will bring in over \$100,000.00 more than the prior year at 2.5%.

ITEM-4 Town of Hilliard Residential & Commercial Properties Current and Proposed Rate Increases Annually & Monthly Based on Year 2021 Adjusted Taxable Value.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains.

ITEM-5 Nassau County Property Appraiser Final Millage Rates for the Years 2017-2021, with Nassau County Municipal Service Fund & Town of Hilliard Millage Rates Highlighted.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains.

ITEM-6 Nassau County Property Appraiser Available Exemptions for Property Owners.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains.

ADDITIONAL COMMENTS

No additional comments are made.

ADJOURNMENT

Motion to adjourn at 7:50 p.m.

Motion made by Councilman Wollitz, Seconded by Council Pro Tem Sims.

Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

Approved this _____ day of _____, _____ by the Hilliard Town Council, Hilliard, Florida.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
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Hilliard, FL 32046

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Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

MONDAY, AUGUST 01, 2022, 7:00 PM

NOTICE TO PUBLIC

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PLEDGE OF CIVILITY

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EVEN WHEN WE DISAGREE.
WE WILL DIRECT ALL COMMENTS TO THE ISSUES.
WE WILL AVOID PERSONAL ATTACKS.
"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Floyd Vanzant
Council President John Beasley
Council Pro Tem Kenny Sims
Councilman Lee Pickett
Councilman Jared Wollitz
Councilwoman Callie Kay Bishop

MAYOR **To call on members of the audience wishing to address the Council on matters not on the Agenda.**

No public wish to address the Council.

SPECIAL MEETING

ITEM-1 Hilliard Town Council to set the Proposed Millage Rate, Rolled-Back Rate, and date, time and meeting place of the Tentative Budget Hearing and advise the Nassau County Property Appraiser prior to August 4, 2022.
Lisa Purvis, MMC - Town Clerk

Motion made to set the Millage Rate at 3 Mills.

Motion made by Council Pro Tem Sims, Seconded by Councilwoman Bishop.
 Voting Yea: Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz,
 Councilwoman Bishop
 Voting Nay: Council President Beasley

ADDITIONAL COMMENTS

PUBLIC

No public comment.

MAYOR & TOWN COUNCIL

Mayor Vanzant reads the upcoming meeting dates:

August Meetings:

Monday, 08-29-2022 @ 6PM Joint Workshop (LDR'S & Alleyways)

September Meetings:

Thursday, 09-01-2022 @ 7PM Regular Meeting

Thursday, 09-15-2022 @ 7PM Public Hearing & Regular Meeting (TRIM & BUD)

Council President Beasley states that the Nassau County School Board donated a bus to the Parks and Recreation Department.

ADMINISTRATIVE STAFF

PRESENT

Parks & Recreation Director, Gabe Whittenburg

Town Clerk, Lisa Purvis

Public Works Director, Ritchie Rowe

Parks and Recreation Director Whittenburg thanks the Nassau County School Board for donating a bus to the Parks and Recreation Department. He also states the First Baptist Church did a really good job cleaning up at Buck Park and River Road has been assisting with the sports program.

TOWN ATTORNEY

No comment.

ADJOURNMENT

Motion to adjourn at 7:11 p.m.

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
 Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett,
 Councilman Wollitz, Councilwoman Bishop

Approved this _____ day of _____, _____ by the Hilliard Town Council,
 Hilliard, Florida.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

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Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

HILLIARD PLANNING AND ZONING BOARD MEETING

BOARD MEMBERS

Dallis Hunter, Chair
Harold "Skip" Frey, Vice Chair
Josetta Lawson
Wendy Prather
Charles Reed

ADMINISTRATIVE STAFF

Janis Fleet, AICP
Land Use Administrator

PLANNING AND ZONING ATTORNEY

Mary Norberg

MINUTES

THURSDAY, AUGUST 04, 2022, 6:00 PM

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Floyd Vanzant
Council President John Beasley
Council Pro Tem Kenny Sims
Councilman Lee Pickett
Councilman Jared Wollitz
Planning & Zoning Board Member Charles Reed
Town Clerk Lisa Purvis
Public Works Director Richie Rowe
Parks & Recreation Director Gabe Whittenburg
Land Use Administrator Janis Fleet

ABSENT

Councilwoman Callie Kay Bishop
Planning & Zoning Board Chair Dallis Hunter
Planning & Zoning Board Vice Chair Harold "Skip" Frey
Planning & Zoning Board Member Josetta Lawson
Planning & Zoning Board Member Wendy Prather
Planning & Zoning Attorney Mary Norberg
Town Attorney Christian Waugh

WORKSHOP

- ITEM-1 Discussion regarding establishing a Process to Close, Abandon, or Vacate; Streets, Alleys, Easements, or Right-Of-Ways, within the Town of Hilliard.
Christian Waugh - Town Attorney
Janis K. Fleet, AICP - Land Use Administrator
- Land Use Administrator Fleet** introduces information.
Council Pro Tem Sims states he is not against the proposed information but feels there needs to be a process.
Councilman Wollitz questions the fee on the application and where it came from.
Land Use Administrator Fleet states she got the fee and the application from the City of Jacksonville.
Council Pro Tem Sims states that if the Town gives up land to close streets, alleys, easements, or Right-Of-Ways, then people should have to purchase the land from the Town. If the Town will still need to maintain an easement, then the Town should.
Councilman Wollitz questions Part A of the application.
Ursula Jones 27207 Pond Drive, Hilliard, asks how old the Survey would need to be to qualify.
Land Use Administrator Fleet states the age of the Survey should not matter.
Council President Beasley questions who would be notified.
Council Pro Tem Sims states he would like orange signs to be posted.
Land Use Administrator Fleet states that also letters can be sent to Property Owners within 300 feet in addition to advertising in local newspaper for Public Hearing.
Councilman Wollitz asks about fees.
Council Pro Tem Sims states he is not in favor of closing partial Alleyways.
Land Use Administrator Fleet states all adjacent property owners are notified and have to sign off.
Planning and Zoning Board Member Reed states conditions need to be placed if being used to sell houses.
Council Pro Tem Sims and Councilman Wollitz both discuss how much to charge per lot.
Charles Avinger, 27034 W. 10th Avenue, Hilliard, asks about running electric through the Alleyway to have a pump/well for a garden since he owns both sides of the Alleyway.
Town Clerk Lisa Purvis holds discussion regarding the Blocks.
Council President Beasley asks Mr. Avinger about his property and where the shed is located.
Michael Franklin, 151012 County Road 108, Hilliard, discusses utility easements and issues concerning closing the Right-Of-Ways and Alleyways.

ADDITIONAL COMMENTS

No additional comments are made.

ADJOURNMENT

Motion to adjourn at 6:41 p.m.

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett,
Councilman Wollitz

Approved this _____ day of _____, _____ by the Hilliard Town Council,
Hilliard, Florida.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
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Kenny Sims, Council Pro Tem
Lee Pickett, Councilman
Jared Wollitz, Councilman
Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, AUGUST 04, 2022, 7:00 PM

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CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Floyd Vanzant
Council President John Beasley
Council Pro Tem Kenny Sims
Councilman Jared Wollitz

ABSENT

Councilman Lee Pickett
Councilwoman Callie Kay Bishop

PUBLIC HEARING

- ITEM-1 Amending Chapter 62 Zoning and Land Development Regulations
Ordinance No. 2022-02 - Open Public Hearing
An Ordinance Amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code; creating Section 62-281 and amending Section 62-289 to implement revised permitted uses and permitted uses by exception in the Commercial District; and providing for an effective date.
Mayor Vanzant

Call for Public Comment

No public comments.

Close Public Hearing on Ordinance No. 2022-02 at 7:06 p.m.

Motion made by Council President Beasley, Seconded by Council Pro Tem Sims.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

REGULAR MEETING - Town Council Action

Town Council adoption of Second and Final Reading of Ordinance No. 2022-02 Amending Zoning and Land Development Regulations.

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley.

Council Wollitz questions the Commercial Chart and asks if the latest changes have been made.

Town Clerk Lisa Purvis states no, the Town Attorney took the version that the Planning and Zoning Board recommended. She further states when the Council is finished, they can resend everything back to the Planning and Zoning Board for recommendation with all changes that Council makes.

Following more discussion back and forth the vote is taken.

Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

MAYOR **To call on members of the audience wishing to address the Council on matters not on the Agenda.**

No public wish to address the Council.

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

Item-9 Motion to add Dallis Hunter's resignation from the Planning and Zoning Board.

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

ITEM-3 Town Council decision regarding Mr. Ralph Bennett's requests concerning his development known as Pine Street Estates.

Lisa Purvis, MMC - Town Clerk

Richie Rowe - Public Works Director

Town Attorney Christian Waugh asks if the Council will allow him time to write up an agreement and bring it before the Council at the next meeting, for the Town Council to review and approve.

Motion is made to table item until the next Regular Meeting on August 18, 2022.

Motion made by Councilman Wollitz, Seconded by Council President Beasley.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

ITEM-4 Town Council to establish a Process to Close, Abandon, or Vacate; Streets, Alleys, Easements, or Right of Ways, within the Town of Hilliard.

Christian Waugh - Town Attorney
Janis K. Fleet, AICP - Land Use Administrator

Motion to add item to the Monday, August 29, 2022, Joint Workshop with the Land Development Regulations at 6:00 p.m.

Land Use Administrator Fleet asks if there is any information that the Town Council would like for her to provide for the Joint Workshop.
No one responds.

Motion made by Council Pro Tem Sims, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

ITEM-5 Town Council discussion regarding Timber Cutting on Town Right-of-Ways brought up by Mr. Andy Whitaker at the July 21, 2022, Regular Meeting.

Christian Waugh - Town Attorney

Andy Whitaker, 27549 Georgia Street, Hilliard, explains that he and Michael Franklin found his corner and survey marker and have now worked everything out.

ITEM-6 Town Council approval of Capital Budgeted Town Hall Office Renovations Project Budgeted at \$70,000.00.

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis states she is requesting to do the following:

- Paint
- Flooring
- Workstation
- Add Building and Zoning Window and Counter
- Enclose Computer Room with Wall Mount AC

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

- ITEM-7 Town Council approval of the Minutes from the July 14, 2022, and July 18, 2022, Joint Workshops and the July 21, 2022, Regular Meeting.
Lisa Purvis, MMC - Town Clerk

Motion made by Council President Beasley, Seconded by Council Pro Tem Sims.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

- ITEM-8 Town Council approval of Dixon Tree and Lawn Service, Payable for Mow No. 5 through July 18, 2022, Project Name: Mowing of Town Right of Ways in the amount of \$8,750.00.

MAINTENANCE FUNDED PROJECT LUMP SUM CONTRACT \$70,000.00

Council President Beasley asks Public Works Director Rowe if there have been any problems regarding the Mowing Contract.

Public Works Director Rowe states that there haven't been any issues.

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

ADDED ITEMS

- ITEM-9 Town Council to accept Dallis Hunter's Resignation from the Planning and Zoning Board.

Motion made by Councilman Wollitz, Seconded by Council Pro Tem Sims.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

ADDITIONAL COMMENTS

PUBLIC

No public comment.

MAYOR & TOWN COUNCIL

Mayor Vanzant reads the upcoming meeting dates:

August Meetings:

Thursday, 08-18-2022 @ 7PM Regular Meeting

Monday, 08-29-2022 @ 6PM Joint Workshop (LDR'S & Alleyways)

September Meetings:

Thursday, 09-01-2022 @ 7PM Regular Meeting

Thursday, 09-15-2022 @ 7PM Public Hearing & Regular Meeting (TRIM & BUD)

Councilman Wollitz states that he is working with the Nassau County School Board to get a sidewalk put in place from West Sixth to West Tenth Avenue around Hilliard Elementary.

ADMINISTRATIVE STAFF**PRESENT**

Parks & Recreation Director, Gabe Whittenburg

Town Clerk, Lisa Purvis

Public Works Director, Ritchie Rowe

Parks and Recreation Director Whittenburg states that Town Parks and Recreation Temp Employee, Layla Spatcher, lost her mother recently and to keep her and her family in your prayers.

Town Clerk Lisa Purvis states Joe Benson who has worked with the Hilliard Airpark for many years as Treasurer for Hilliard Aviation, Inc. passed away recently and his memorial will be held this Saturday, August 6, 2022, at 2:00 p.m. in Callahan.

TOWN ATTORNEY

Town Attorney Waugh apologizes for being late due to working on Ralph Bennett's subdivision infrastructure issues.

ADJOURNMENT

Motion to adjourn at 7:25 p.m.

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley.

Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Wollitz

Approved this _____ day of _____, _____ by the Hilliard Town Council, Hilliard, Florida.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:


Floyd L. Vanzant
Mayor

Chad Brock Enterprises, Inc.
P.O. Box 1325
Hilliard, FL 32046
P: 904-507-3299
Fax: 904-845-1296
cbrocklandscape@windstream.net

ITEM-9	
Date	Invoice
1/4/2022	12085

Town Of Hilliard
P.O. Box 249
15859 C.R. 108
Hilliard, FL 32046

P.O. No.

Item	Quantity	Description	Rate	Amount
Spraying	1	Turf Runway Improvements. Project NO. 60611457. Bimonthly Spraying of Runway. Completed August 5, 2022.This is the last spray. Approved 8/5/2022 by Michael R. Arnold 	4,100.00	4,100.00
August Service			Total	\$4,100.00

Florida Roads Trucking, LLC
10439 Alta Drive
Jacksonville, FL 32226
Phone: (904) 714-0041
Fax: (904) 714-0160

INVOICE

INVO ITEM-10

10763

SOLD TO Town of Hilliard
P.O. Box 249
Hilliard, FL 32046

SHIP TO

ACCOUNT NO	PO NUMBER		DATE SHIPPED	TERMS	INVOICE DATE	PAGE
TOWHIL				Net 30	7/22/2022	1

Town of Hilliard-Maintenance Yard

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	2	Loads of Crushcrete Hauled from MRC	130.00	260.00

TOTAL AMOUNT 260.00



FLORIDA ROADS TRUCKING

10439 Alta Drive
Jacksonville, FL 32226
Phone (904) 714-0041

ITEM-10

Date 7-22-22	Truck No. 2554	Pit Location Masters
Start Time 8:15	Down Time —	End Time 11:45
Customer Town of Hilliard		
Job Location 37499 Ruby drive - Maint yard		
Job No. / Cost Code		
Material TN/CY Crushcrete		
1. 11310-19.65	6.	
2. 11314-20.12	7.	
3.	8.	
4.	9.	
5.	10.	

NET 10 DAYS - Customer agrees to pay all court costs and attorney fees if collection efforts become necessary. Prompt payment is expected and appreciated. WE WILL ASSUME NO RESPONSIBILITY FOR DAMAGES WHERE DELIVERY IS MADE INSIDE CURB.

RECEIVED BY:

DRIVER SIGNATURE

Matthew F. Hillman
082099 *Thank You*

Masters Road Clean Concrete Recycling Center
3570 Masters Rd.
Jacksonville , Florida 32226
(904) 854-6382

Transaction No. 11310

Date	Time	Scale
In :		0
Out:	07/22/2022 09:01 AM	1

Account ID: Town Hilliard
Job ID: Maint Yard
Vehicle ID: FRT 2554

Town Of Hilliard
Material ID: Crushcrete

Gross: 64400 lb

Tare: 25100 lb (M)

Net: 39300 lb

Tons: 19.65 tn

Net :\$ 373.35

Tax :\$ 0.00

Total:\$ 373.35

COMMENT:

Weightmaster: Rusty Bennett

All materials received from outside of Duval County must be identified

Driver: 

Customer: 

Masters Road Clean Concrete Recycling Center
3570 Masters Rd.
Jacksonville , Florida 32226
(904) 854-6382

Transaction No. 11314

Date	Time	Scale
In :		0
Out:	07/22/2022 10:44 AM	1

Account ID: Town Hilliard
Job ID: Maint yard
Vehicle ID: FRT 2554

Town Of Hilliard
Material ID: Crushcrete

Gross: 65340 lb
Tare: 25100 lb (M)
Net: 40240 lb
Tons: 20.12 tn

Net :\$ 382.28
Tax :\$ 0.00
Total:\$ 382.28

COMMENT:

Weightmaster: Rusty Bennett

All materials received from outside of Duval County must be identified

Driver: 

Customer: 



Masters Road Clean Concrete Recycling, LLC
10439 Alta Drive
Jacksonville, FL 32226

Phone: 904-714-0041
Fax: 904-714-0160

SOLD TO Town of Hilliard
P.O. Box 249
Hilliard, FL 32046

SHIP TO

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
TOWHIL				Net 30	7/22/2022	1

Maintenance Yard

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
100	39.77	Crushcrete	19.00	755.63

TOTAL AMOUNT 755.63

Masters Road Clean Concrete Recycling Center
3570 Masters Rd.
Jacksonville , Florida 32226
(904) 854-6382

Transaction No. 11310

Date	Time	Scale
In :		0
Out:	07/22/2022 09:01 AM	1

Account ID: Town Hilliard
Job ID: Maint Yard
Vehicle ID: FRT 2554

Town Of Hilliard
Material ID: Crushcrete

Gross: 64400 lb
Tare: 25100 lb (M)
Net: 39300 lb
Tons: 19.65 tn

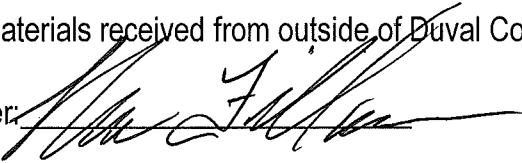
Net :\$	373.35
Tax :\$	0.00
Total:\$	373.35

COMMENT:

Weightmaster: Rusty Bennett

All materials received from outside of Duval County must be identified

Driver:



Customer _____

Masters Road Clean Concrete Recycling Center
3570 Masters Rd.
Jacksonville , Florida 32226
(904) 854-6382

Transaction No. 11314

Date	Time	Scale
In :		0
Out:	07/22/2022 10:44 AM	1

Account ID: Town Hilliard
Job ID: Maint yard
Vehicle ID: FRT 2554

Town Of Hilliard
Material ID: Crushcrete

Gross: 65340 lb
Tare: 25100 lb (M)
Net: 40240 lb
Tons: 20.12 tn

Net :\$	382.28
<u>Tax :\$</u>	0.00
Total:\$	382.28

COMMENT:

Weightmaster: Rusty Bennett

All materials received from outside of Duval County must be identified

Driver

Customer _____

CONTRACTOR APPLICATION FOR PAYMENT

CONTRACTOR:

DB Civil Construction LLC
4475 US 1 South Suite 502
St. Augustine, FL 32086
(386) 256-7460

PROJECT:

CDBG 20 NR Water Main Replacement
CDBG Contract No. 20DB-00-04-55-02-N08

ENGINEER:

Mittauer & Associates, Inc.
550-1 Wells Road
Orange Park, FL 32073

OWNER:

Town of Hilliard
15859 West County Road 108 (P.O. Box 249)
Hilliard, FL 32046

APPLICATION NO: 8R2

PROJECT NO: 20DB-00-04-55-02-N08

APPLICATION DATE: 06/25/22

PERIOD FROM: 05/26/22

PERIOD TO: 06/25/22

CONTRACT DATE

PAGE ONE OF FOUR PAGES

Distribution to:

☒ OWNER

☐ CONTRACTOR

☒ ENGINEER

☐ OTHER

RECEIVED
JUL 13 2022
Mittauer & Assoc., Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet G703 is attached.

1. ORIGINAL CONTRACT SUM	\$ 669,300.00
2. Net change by Change Orders	\$ 39,669.42
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 708,969.42
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 715,439.42
5. RETAINAGE:	
a. 10. % of Completed Work (Column D + E on G703)	\$ 71,543.94
b. 10. % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 71,543.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 643,895.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702)	\$ 537,621.55
8. CURRENT PAYMENT DUE	\$ 106,273.93
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 2 less Line 8)	\$ 65,073.94

CHANGE ORDER SUMMARY	ADDITIONS	REDUCTIONS
Total changes approved in previous months by Contractor	\$ 39,669.42	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ 39,669.42	\$ -
NET CHANGES by Change Order	\$ 39,669.42	

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: DB CIVIL CONSTRUCTION LLC

By: *Michael G. Gable*

Date: 7/13/22

OWNERSHIP (OR AGENT):

By: _____

OWNER'S PROJECT MANAGEMENT:

Approved for Owner App: _____

Approved for Payment: _____

Initials

Date



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 106,273.93

(Attach explanation if amount certified differs from the amount applied. Insert all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: *[Signature]*

Date: 7/13/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acknowledgment of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CDBG: \$ 75,678.45

Town: \$ 30,595.48

Pay Application #		8R2		Project Name: CDBG 20 NR Water Main Replacement		PERIOD ENDING 6/25/2022						
No.	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	
1	Mobilization and General Conditions	1	LS	\$65,000.00	\$ 65,000.00	1.00	\$ 65,000.00	-	\$ -	1.00	\$ 65,000.00	100.0%
2	6" PVC Water Main	6,500	LF	\$25.00	\$ 162,500.00	6,400.00	\$ 160,000.00	-	\$ -	6,400.00	\$ 160,000.00	98.5%
3	6" Gate Valves and Boxes	16	Each	\$980.00	\$ 15,680.00	16.00	\$ 15,680.00	-	\$ -	16.00	\$ 15,680.00	100.0%
4	6" x 6" Tapping Sleeve and Valve	2	Each	\$2,600.00	\$ 5,200.00	2.00	\$ 5,200.00	-	\$ -	2.00	\$ 5,200.00	100.0%
5	Ductile Iron Fittings - Cement Lined	1,000	lbs	\$5.00	\$ 5,000.00	1,000.00	\$ 5,000.00	-	\$ -	1,000.00	\$ 5,000.00	100.0%
6	Fire Hydrant Assembly	10	Each	\$4,100.00	\$ 41,000.00	10.00	\$ 41,000.00	-	\$ -	10.00	\$ 41,000.00	100.0%
7	Remove Existing Fire Hydrants	1	Each	\$550.00	\$ 550.00	1.00	\$ 550.00	-	\$ -	1.00	\$ 550.00	100.0%
8	Branch Connection											
9	2" Type A	3	Each	\$870.00	\$ 2,610.00	3.00	\$ 2,610.00	-	\$ -	3.00	\$ 2,610.00	100.0%
10	2" Type B	8	Each	\$725.00	\$ 5,800.00	8.00	\$ 5,800.00	-	\$ -	8.00	\$ 5,800.00	100.0%
11	Cut, Cap, and Abandon Existing 2" Mains	2	Each	\$400.00	\$ 800.00			2.00	\$ 800.00	2.00	\$ 800.00	100.0%
12	Reconnect Existing Water Services											
13	Short	26	Each	\$770.00	\$ 20,020.00	27.00	\$ 28,490.00	-	\$ -	27.00	\$ 28,490.00	142.3%
14	Long	17	Each	\$1,800.00	\$ 30,600.00	27.00	\$ 48,600.00	-	\$ -	27.00	\$ 48,600.00	158.8%
15	Removal and Replacement of Unsuitable Soils	1,300	LF	\$8.00	\$ 10,400.00			-	\$ -	-	\$ -	0.0%
16	Concrete Encasement and Specials	20	CY	\$150.00	\$ 3,000.00			-	\$ -	-	\$ -	0.0%
17	Asphaltic Roadway/Driveway Restoration	600	LF	\$65.00	\$ 39,000.00			600.00	\$ 39,000.00	600.00	\$ 39,000.00	100.0%
18	Asphaltic Overlay	600	SY	\$20.00	\$ 12,000.00			600.00	\$ 12,000.00	600.00	\$ 12,000.00	100.0%
19	Concrete Sidewalk/Driveway Restoration	2,600	LF	\$35.00	\$ 91,000.00	2,600.00	\$ 91,000.00	-	\$ -	2,600.00	\$ 91,000.00	100.0%
20	Stabilized Roadway/Driveway Restoration	60	LF	\$40.00	\$ 2,400.00			60.00	\$ 2,400.00	60.00	\$ 2,400.00	100.0%
21	Grassing											
22	Seed and Mulch	1,300	LF	\$2.00	\$ 2,600.00			1,300.00	\$ 2,600.00	1,300.00	\$ 2,600.00	100.0%
23	Sodding	2,000	LF	\$7.00	\$ 14,000.00			2,000.00	\$ 14,000.00	2,000.00	\$ 14,000.00	100.0%
24	Flushing, Pressure Testing, and Disinfection	1	LS	\$15,140.00	\$ 15,140.00	1.00	\$ 15,140.00	-	\$ -	1.00	\$ 15,140.00	100.0%
25	Emergency Generator for Oxford Street Lift Station	1	LS	\$105,000.00	\$ 105,000.00	0.65	\$ 68,250.00	0.33	\$ 34,650.00	0.98	\$ 102,900.00	98.0%
26	Demobilization and Closeout	1	LS	\$20,000.00	\$ 20,000.00			0.90	\$ 18,000.00	0.90	\$ 18,000.00	90.0%
SUMMARY OF CONTRACT ITEMS					\$ 669,300.00		\$ 552,320.00		\$ 123,450.00		\$ 675,770.00	101.0%
CHANGE ORDERS:												
CO #1	Davis Beacon Changes no contract dollar value change	1,000	LS	0.00	\$ -	1.00	\$ -	-	\$ -	1.00	\$ -	100.0%
CO #2	Material Price Increase	1,000	LS	22,981.03	\$ 22,981.03	1.00	\$ 22,981.03	-	\$ -	1.00	\$ 22,981.03	100.0%
CO #3	Bore for Watermain	1,000	LS	15,088.39	\$ 15,088.39	1.00	\$ 15,088.39	0	\$ -	1.00	\$ 15,088.39	100.0%
CO #4	60 Days added to the contract	1,000	LS	0.00	\$ -	1.00	\$ -	-	\$ -	1.00	\$ -	100.0%
CO #5	GPR and 60 days added	1,000	ls	1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	-	\$ -	1.00	\$ 1,600.00	100.0%
SUMMARY OF ALL CHANGE ORDERS					\$ 39,669.42		\$ 39,669.42		\$ -		\$ 39,669.42	100.0%
REVISED CONTRACT TOTAL CROSSINGS					\$ 708,969.42		\$ 591,989.42		\$ 123,450.00		\$ 715,439.42	100.9%

Pay Application #
Project Name:
Period Ending:

8R2
CDBG 20 NR Water Main Replacement
6/25/2022

DESCRIPTION	AMOUNTS				UNIT	UNIT PRICE	QUANTITIES			
	ON HAND LAST PERIOD	REC'D THIS PERIOD	INSTALLED THIS PERIOD	BALANCE THIS PERIOD			ON HAND LAST PERIOD	REC'D THIS PERIOD	INSTALLED THIS PERIOD	BALANCE THIS PERIOD
6" BELL REST	\$ 330.26	\$ -	\$ (330.26)	\$ -	EA	\$47.18	7	0	7	-
3"X100' DETECTOR TAPE	\$ 230.65	\$ -	\$ (230.65)	\$ -	EA	\$46.13	5	0	5	-
12AWG 500FT BLUE ROLL WIRE	\$ 814.58	\$ -	\$ (814.58)	\$ -	LF	\$62.66	13	0	13	-
6" GATE VALVE	\$ 10,001.34	\$ -	\$ (10,001.34)	\$ -	LF	\$555.63	18	0	18	-
6" MEGALUG	\$ 4,569.83	\$ -	\$ (4,569.83)	\$ -	LF	\$30.67	149	0	149	-
5-1/4 FIRE HYDRANT	\$ 15,319.52	\$ -	\$ (15,319.52)	\$ -	EA	\$1,914.94	8	0	8	-
2" SCH-80 ADAPTER	\$ 162.10	\$ -	\$ -	\$ 162.10	EA	\$16.21	10	0		10
2" SCH-80 TEE	\$ 48.09	\$ -	\$ -	\$ 48.09	EA	\$16.03	3	0		3
6X2 DOUBLE STRAP SADDLE	\$ 189.91	\$ -	\$ (189.91)	\$ -	EA	\$189.91	1	0	1	-
2" INSERT	\$ 65.04	\$ -	\$ (65.04)	\$ -	EA	\$2.71	24	0	24	-
1-1/2" POLY	\$ 246.00	\$ -	\$ (246.00)	\$ -	EA	\$1.23	200	0	200	-
1" POLY	\$ 684.00	\$ -	\$ (684.00)	\$ -	EA	\$0.57	1200	0	1,200	-
1" INSERT	\$ 188.16	\$ -	\$ -	\$ 188.16	EA	\$1.96	96	0		96
1" BALL CORP STOP	\$ 617.36	\$ -	\$ -	\$ 617.36	EA	\$77.17	8	0		8
6" C900 DR18 PIPE BLUE	\$ 33,825.60	\$ -	\$ (33,825.60)	\$ -	LF	\$9.72	3480	0	3,480	-
6" BOLT AND GASKET KITS	\$ 2,156.25	\$ -	\$ (2,156.25)	\$ -	EA	\$18.75	115	0	115	-
6" TAPPING VALVE	\$ 1,551.86	\$ -	\$ (1,551.86)	\$ -	EA	\$775.93	2	0	2	-
6" MJ TEE	\$ 273.52	\$ -	\$ (273.52)	\$ -	EA	\$136.76	2	0	2	-
6" MJ 45	\$ 1,389.78	\$ -	\$ (1,389.78)	\$ -	EA	\$77.21	18	0	18	-
6" MJ 90	\$ 95.29	\$ -	\$ (95.29)	\$ -	EA	\$95.29	1	0	1	-
2" CTS ADAPTER	\$ 442.10	\$ -	\$ -	\$ 442.10	EA	\$88.42	5	0		5
2" BALL CORP STROP	\$ 3,167.89	\$ -	\$ -	\$ 3,167.89	EA	\$287.99	11	0		11
2" SCH-80 CAP	\$ 9.97	\$ -	\$ -	\$ 9.97	EA	\$9.97	1	0		1
2" SCH-80 PIPE	\$ 60.20	\$ -	\$ -	\$ 60.20	LF	\$3.01	20	0		20
2" GATE VALVE	\$ 265.93	\$ -	\$ -	\$ 265.93	EA	\$265.93	1	0		1
2" CAMLOCK ADAPTER	\$ 6.25	\$ -	\$ -	\$ 6.25	EA	\$6.25	1	0		1
6" TAP CAP	\$ 62.21	\$ -	\$ -	\$ 62.21	EA	\$62.21	1	0		1
2" SCH-80 ADAPTER	\$ 24.76	\$ -	\$ -	\$ 24.76	EA	\$12.38	2	0		2
2" SCH-80 90	\$ 9.00	\$ -	\$ -	\$ 9.00	EA	\$4.50	2	0		2
SUBTOTAL	\$ 76,807.45	\$ -	\$ (71,743.43)	\$ 5,064.02						
SALES TAX 6%	\$ 4,608.45	\$ -	\$ (4,304.61)	\$ 303.84						
TOTAL	\$ 81,415.90	\$ -	\$ (76,048.04)	\$ 5,367.86						
TOTAL FOR REIMBURSEMENT THIS PERIOD				\$ -						

Town of Hilliard FEIN: 59-6018372

INVOICE

Contract #: 20DB-OO-04-55-02-N08

Invoice No.: 11
Date: August 5, 2022**TO:**Florida Dept. of Economic Opportunity
Division of Community Development
Attn: Vincent Aguirre
107 E. Madison Street,
Caldwell Bldg. MSC 400
Tallahassee, Florida 32399-1160**FOR:**Town of Hilliard
Lisa Purvis, Town Clerk
P.O. Box 249
Hilliard, FL 32046
(904) 845-3555

DESCRIPTION	AMOUNT
Dates of Service: May 26, 2022 through June 25, 2022	
Deliverable 3..... Contractor's Application for Payment #8 dated 06/25/22 – 100% complete	\$ 75,678.45 (CDBG Portion)
	TOTAL \$ 75,678.45

Make all checks payable to Town of Hilliard FEIN: 59-6018372

If you have questions or concerns regarding the attached invoice, please contact Lisa Purvis, Town Clerk, at (904) 845-3555 or email at lpurvis@townofhilliard.com.


 Signature of Authorized Representative

 Lisa Purvis, Town Clerk
 Printed Name and Title